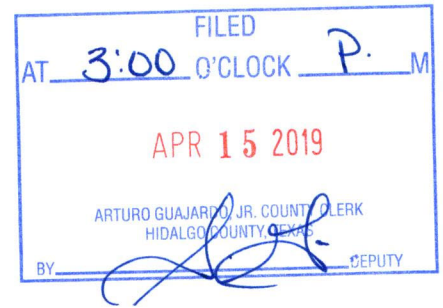


THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**LEASE AGREEMENT**  
**C-19-053-04-09**



THIS LEASE AGREEMENT is made and entered into effective as of the 1<sup>st</sup> day of May, 2019, by and between **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** , a referred to in this Lease as Lessee, and **THE COUNTY OF HIDALGO, TEXAS**, referred to in this Lease as Lessor.

WHEREAS, Lessee responded to advertised notices for bids for "Lease of Office Space in the Elsa, **Texas Area**" (**the Notice of Bid**"); and

WHEREAS, Lessee submitted a bid in response to the Notice of Bid in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Lessee's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, Lessor owns that certain real property described on Exhibit "A-1," (the "Building") attached hereto and incorporated herein for all purposes (the "Building"); and

WHEREAS, Lessee desires to lease from Lessor that certain portion of the Building more particularly described in Exhibit A-2 attached hereto and incorporated herein for all purposes in accordance with the terms and conditions of this Lease Agreement.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, the premises more fully described as follows: that certain area depicted and delineated in attached Exhibit "A-2," said area comprising approximately 168 square feet and being located within the improvements known as the Hidalgo County Tax Office Sub-Station (the "Leased Premises"). Lessee may occupy Lease Premises on the terms and conditions herein Monday through Friday with hours to be from 7:00 A.M.-6:00 P.M., except for recognized County Holidays as may be adopted from time to time by the Hidalgo County Commissioner's Court in its Holiday Schedule. These premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

**ARTICLE 1. TERM AND OPTION TO RENEW**  
Beginning of Term

- 1.1 The lease term will begin on the first day of the month of **May, 2019**.
- 1.2 Except as otherwise herein provided, the term of this Lease shall be for an

initial term of three (3) years commencing on the date identified in accordance with Article 1.1 (the "Commencement Date") and ending three (3) years from the Commencement Date, unless sooner terminated as herein provided, or unless renewed and extended in accordance with section 2.1 hereof.

### **Renewal or Termination**

1.3 Lessor shall have the right and option to renew and extend the term of this Lease for an additional one (1) year period. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Paragraph 1.2, unless sooner terminated or renewed and extended in accordance with Paragraph 2.1; and any holding by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

1.4 Lessor and Lessee hereby reserves the right to terminate the lease by providing the Lessee with a thirty (30) day written notice without cause.

### **Holdover**

1.5 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month-to-month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this section 1.5 shall not be construed as Lessor's consent for Lessee to hold over.

### **Lessor's Warranty of Quiet Enjoyment**

1.6 Lessor hereby covenants that Lessee, upon paying rent and other charges as herein provided for, and performing all covenants and agreements herein contained on the part of Lessee, will and may peacefully and quietly have, hold, and enjoy the Leased Premises Monday through Friday during the hours of 7:00 A.M. to 6:00 P.M. except for recognized County holidays as set by the Hidalgo County Commissioners Court for the term of this Lease and subject to the terms and provisions hereof, except as to such portions of the Leased Premises, if any, as will be taken under the power of eminent domain or as may be sold in lieu thereof.

## **ARTICLE 2. RENT**

### **Rent Amount**

2.1 During the first thirty-six (36) calendar months of the term of this Lease, Lessee agrees to pay to Lessor as rent for the use and occupancy of the Leased Premises, the sum of **\$500.00** each month, payable in advance on the **1<sup>st</sup> of the month** beginning, **May 1<sup>st</sup> 2019** and each successive month thereafter until and inclusive of the thirty-six (36<sup>th</sup>) month. Commencing on the thirty-seven (37<sup>th</sup>) month, Lessee agrees to pay to Lessor as rent in the sum of **\$500.00** each month, payable in advance on the 1<sup>st</sup>

day of each month, through and inclusive of the sixtieth (60<sup>th</sup>) month of the term of this Lease. In the event Lessee exercises the one (1) year renewal option, then Lessee shall pay to Lessor monthly rent in the same amount and manner as is paid during the period covering the 37<sup>th</sup> and 60<sup>th</sup> calendar months of the Lease. Notwithstanding anything to the contrary herein Lessor may terminate this Lease without cause on thirty (30) days written notice to Lessee.

### **Payment of Rent**

2.2 All rent due under this Article shall be paid by Lessee to Lessor at the following address: County of Hidalgo, Attention: Lita L. Leo, County Treasurer, 2810 S. Business 281, Edinburg, Texas 78539, or at such other address as Lessor may hereafter designate in writing.

### **Taxes**

2.3 To the extent the Leased Premises is assessed for ad valorem taxation purposes, Lessor is responsible for rendering and paying all real estate taxes on the Leased Premises. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

## **ARTICLE 3. USE OF PREMISES**

### **Permitted Use**

3.1 Lessee may use the Premises for office space in furtherance of Lessee's purposes.

### **Waste, Nuisance, or Illegal Use**

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the Premises or for any illegal purpose.

## **ARTICLE 4. REPAIRS AND MAINTENANCE**

### **Lessor's and Lessee's Duties to Repair and Maintain**

4.1 So long as Lessee is not in default under this Lease, Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and the structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make all other repairs of the Leased Premises including those repairs occasioned by Lessee's negligent use of the Leased Premises. Furthermore, Lessee shall be responsible for providing general janitorial service of the Leased Premises. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements

resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licensees or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

### **Lessor's Duty**

4.2 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

- a. Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
- b. Plumbing facilities that conform to applicable law, maintained in good working order.
- c. A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.
- d. Heating, ventilation and air conditioning facilities.
- e. Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order, and for the replacement of light bulbs and lamps.
- f. Floor, stairways, and railings maintained in good repair.

### **Lessee's Right to Vacate**

4.3 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee. Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this section 4.3, if Lessor makes repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have acted in a reasonable time. Repair requests should be in writing and directed to the County Director of the Hidalgo County Buildings and Grounds Department, with a copy to Hidalgo County Purchasing Department.

### **Remodeling of Premises**

4.4 Subject to section 6.1 hereof, Lessee may remodel the Premises at Lessee's sole cost and expense. Any and all plans for any remodeling of the Premises must be submitted to Lessor in writing for prior approval. Plans should be directed to the Hidalgo County Purchasing Department.

### **Surrender**

4.5 Lessee shall throughout the term of this Lease Agreement maintain the Leased Premises and keep them free from waste or nuisance, and shall deliver the Leased Premises in a clean and sanitary condition at the termination of this Lease Agreement in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the Leased Premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs thereof shall be payable by Lessee to lessor as additional rent on the next rent payment date. Upon the termination of this Lease Agreement, Lessee shall surrender all keys for the Leased Premises to Lessor at the place then fixed for the payment of rent.

### **ADA Compliance**

4.6 Lessor shall be responsible for ensuring Leased Premises are in compliance with the American Disabilities Act and amendments thereto.

Lessee shall have the right, provided it does so with due diligence and dispatch, to contest by appropriate legal proceedings, without cost or expense to Lessor, the validity of any law, rule, order, ordinance, regulation or requirement of the nature referred to above. Lessee may postpone compliance with such law, rule, order, ordinance, regulation or requirement until the final determination of such proceedings so long as postponement of compliance will not subject Lessor to any criminal prosecution or criminal penalties or subject Leased Premises to any order or condemnation, or a mortgage or ground lease default or other similar. No provision hereof shall be construed so as to permit Lessee to postpone compliance with any such law, rule, order, ordinance, regulation or requirement.

## **ARTICLE 5. UTILITIES**

### **Proration of Certain Utility Charges**

5.1 Water, sewer and garbage fees, and the monitoring fees for the security and fire system will be prorated among the tenants of the Hidalgo County Tax Office Sub-station based on percentage square footage of the Leased Premises as such square footage bears to the sum of the total square footage contained in the Building.

### **Other Utility Charges**

5.2 Lessee shall pay all other utility charges used in and about the Leased

Premises during the term of this Lease. Lessee shall pay all such charges directly to the utility company or municipality furnishing the same, before the same shall become delinquent, together with any required deposits.

## **ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

### **Consent of Lessor**

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

### **Property of Lessor**

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

## **ARTICLE 7. TRADE FIXTURES AND SIGNS**

### **Trade Fixtures**

7.1 Lessee has the right at all times to erect or install shelves, temporary office partitions, bins, machinery, equipment, or other trade fixtures, in, on, or about the Leased Premises, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations regarding such fixtures. Lessee has the right to remove all trade fixtures at the termination of this Lease, provided Lessee is not in default under the Lease and that the fixtures can be removed without structural damage to the building. Lessee must repair any damage to the Leased Premises caused by removal of trade fixtures, and all such repairs must be completed prior to the termination of the Lease. Any trade fixtures that have not been removed by Lessee at the termination of this Lease shall be deemed abandoned by the Lessee and shall automatically become the property of Lessor. In the event any trade fixture installed by Lessee is abandoned at the termination of the Lease, Lessee must pay Lessor any reasonable expense actually incurred by Lessor to remove the fixture from the Premises, less the fair market value of the fixture once removed, provided the fixture is removed within thirty (30) days after Lessee has surrendered possession of the Premises.

### **Signs**

7.2 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Premises and/or the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

## **ARTICLE 8. MECHANIC'S LIEN**

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, during the term hereof, and in the event of the filing of any such lien, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor to Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

## **ARTICLE 9. INSURANCE AND INDEMNITY**

### **Property Insurance**

9.1 Lessee shall, at its own expense, during the term of this Lease, keep all Premises and improvements insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the Premises and improvements therein. The insurance is to be carried by one or more insurance companies licensed to do business in Texas. The policies shall provide that any proceeds for loss or damage to Premises or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee, may, at its option, maintain insurance on Lessee's personal property located within the Leased Premises. Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

### **General Liability Insurance**

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease comprehensive general liability insurance covering Lessee's occupancy and activities in or on the Leased Premises. Said insurance shall contain the minimum limits equal to Lessor's liability as set forth in the Texas Tort Claims Act, Section 101.001, et seq., Tex. Civ. Proc. And Rem. Code Ann., as same may from time to time during the term hereof be amended. Such insurance policy shall include Lessor with evidence of such insurance. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessor. The policies must also contain a provision that the company writing said policy will give to Lessor at least twenty (20) days notice in writing in advance of any cancellation or lapse or the effective day of any reduction in the amounts of insurance.

### **Remedy for Failure to Provide Insurance**

9.3 Lessee shall furnish Lessor with the original of all insurance policies required by this Article. If Lessee does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessee allows any

insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessee fails to deliver proof of insurance showing coverages to Lessor prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessee under this Lease; or Lessor may, but shall not be required to take out such insurance and pay the premiums on the necessary insurance to comply with Lessee's obligations under the provisions of this Article. Lessee agrees to reimburse Lessor all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

### **Indemnity**

9.4 By moving into the Leased Premises or taking possession thereof, Lessee accepts the Leased Premises as suitable for the purposes for which the same are leased and accepts the Premises and each and every appurtenance thereof, and Lessee by said acts waives any and all visible or apparent defects therein. Lessor will not be liable to Lessee or Lessee's agents, employees, guests, invitees or to any person claiming by, through or Lessee for any injury to person, loss or damage to property, or for loss or damage to Lessee's business, occasioned by or through the acts or omissions of Lessor, or by any other cause whatsoever except Lessor's negligence or willful wrong. Lessor will not be liable for and Lessee will indemnify and hold Lessor harmless against all suits, actions, claims, demands, damages, costs, liability and expenses, including reasonable attorneys' fees for defending claims and demands, arising from the conduct or management of Lessee's business on the Premises or its use of them; from the loss of life, bodily and personal injury or property damage arising from or out of any occurrence in, upon, at or from the Leased Premises or the occupancy or use by Lessee of the Leased Premises or any part thereof, or occasioned wholly or in part by any action or omission of Lessee, its agents, contractors, employees, servants, invitees, or licensees; from any breach by Lessee of any condition of this Lease; or from any act of negligence of Lessee, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Premises.

If Lessor will, without fault on its part, be made a party to any action commenced by or against Lessee, Lessee will protect and hold Lessor harmless therefrom and will pay all costs, expenses, and reasonable attorney's fees of Lessor incurred in connection therewith.

## **ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES**

### **Notice to Lessor**

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

### **Damage or Destruction**

10.2 If the Building which contains the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from

the date of the occurrence of the damage, this Lease, at the option of the Lessee or Lessor, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

### **Partial Damage**

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed within sixty (60) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, (at Lessor's option) if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the event that Lessor should fail to complete such rebuilding or repairs within thirty (30) working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

## **ARTICLE 11. CONDEMNATION**

### **Total Condemnation**

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

### **Partial Condemnation**

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the Premises and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are leased. The rent payable under section 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

## **Condemnation Award**

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

## **ARTICLE 12. DEFAULT**

### **Default by Lessee**

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of twenty (20) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

### **Lessor's Lien**

12.2 It is expressly agreed that, in the event of default by Lessee in the payment of rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all fixtures, chattels, or other property of any description belonging to Lessee that are placed in, or become a part of, the Leased Premises as security for rent due and to become due for the remainder of the current Lease term and any other sum due from Lessee to Lessor. This lien shall not be in lieu of, or in any manner affect, the statutory landlord's lien given by law but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's property placed in or on the Leased Premises for purposes of this contractual lien. This shall not prevent the conduct of Lessee's business in the ordinary course of business and Lessee's actions in the ordinary conduct of Lessee's business shall be free of such lien to Lessor. In the event Lessor exercises the option to terminate the leasehold and re-enter and relet the Premises as provided in the preceding section, then Lessor, after giving reasonable notice to Lessee of the intent to take possession and giving an opportunity for a hearing on the matter, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of the time and place of any public or private sale or of the time after that any private sale is to be made for cash or on credit, for such prices and terms as Lessor deems best, with or without having the property present at the sale. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to repairing damage to the Leased Premises, if any, then to the payment of any rent due or to become due under this Lease, with balance, if any, to be paid to Lessee.

### **Cumulative Remedies**

12.3 All rights and remedies of Lessor and Lessee under this Lease shall be cumulative, and none shall exclude any other right or remedy provided by law. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

### **Waiver of Breach**

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

## **ARTICLE 13. ASSIGNMENT AND SUBLETTING**

### **Assignment and Subletting by Lessee**

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the prior written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the prior written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

### **Assignment by Lessor**

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease. On transfer, and on the transferee's assumption of its obligations, Lessor is relieved of its obligations under this Lease.

## **ARTICLE 14. MISCELLANEOUS**

### **Notices and Addresses**

14.1 Except as may be otherwise specifically provided in this Lease Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Lessor: County of Hidalgo  
Attention: County Judge  
302 West University Drive  
Edinburg, Texas 78539

If to Lessee: Linebarger Goggan Blair & Sampson, LLP  
1512 S. Lone Star Way  
Edinburg, Tx. 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail. Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

### **Parties Bound**

14.2 The provisions of this Lease Agreement will be binding upon and inure to the benefit of Lessor and Lessee, respectively, and their respective heirs, personal representatives, successors and assigns, where permitted by this Lease.

### **Texas Law to Apply**

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

### **Legal Construction**

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Agreement.

### **Prior Agreements Superseded**

14.5 This Lease Agreement constitutes the sole and only agreement of the parties to the Agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

### **Amendment**

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

### **Rights and Remedies Cumulative**

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this

Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

### **Attorneys' Fees and Costs**

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

### **Force Majeure**

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

### **Real Estate Commission and Finder's Fees**

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease Agreement or the transactions contemplated hereby.

### **Estoppel Information**

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease Agreement to any person designated by Lessor.

### **Time of Essence**

14.12 Time is of the essence of this Lease Agreement.

IN WITNESS WHEREOF, the undersigned execute this Lease Agreement as of the day and year first above written.

LESSOR:

THE COUNTY OF HIDALGO

By: Richard F. Cortez

Richard F. Cortez,  
County Judge

ATTEST



Arturo Guajardo, Jr.  
County Clerk

APPROVED BY  
COMMISSIONERS' COURT  
ON: 4/9/19 *RL*

LESSEE: Linebarger Goggan Blair & Sampson, LLP

By: Lucy G. Canales

Printed name: Lucy G. Canales

Title: PARTNER

APPROVED AS TO FORM:

Hidalgo County District Attorney's Office  
Ricardo Rodriguez, Jr.

Victor M. Garza  
Victor M. Garza, Assistant District Attorney

**EXHIBIT "A"**  
**RFB PACKET**



2812 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

March 18, 2019

\_\_\_\_\_  
Bidder's name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

Re: **RFB No.: 2019-053-04-03-TDL**  
**HIDALGO COUNTY**

Request for Bid - "Lease of Office Space - Edcouch Elsa Area"

---

Dear Gentlemen/Ladies:

Enclosed, please find the Request for Bids (RFB) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626 ext. 4878

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLZ/tdl  
Enclosures

**TABLE OF CONTENTS  
REQUEST FOR BID (RFB)  
HIDALGO COUNTY**

**“LEASE OF OFFICE SPACE – EDCOUCH ELSA AREA”**

**RFB Bid No: 2019-053-04-03-TDL**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>NO. OF PAGES</b>
1.	Request for Bids Letter	1
2.	Request for Bids, Table of Contents	1
3.	Request for Bids, Legal Notice	11
4.	Exhibit A, Specifications	3
5.	Exhibit A1, Diagram – Office Space	1
6.	Exhibit A2, Hidalgo County Holiday Schedule	1
7.	Exhibit B, Bid Page	1
8.	Exhibit C, Insurance Requirements, Insurance/Project Acknowledgement Forms	4
9.	Exhibit D, (CIQ) Conflict of Interest Questionnaire	2
10.	Exhibit E, Vendor/Bidder Application, W-9, & HUB/DBE	9
11.	Exhibit F, Certification Regarding Debarment	1
12.	Exhibit G, Title VI Appendices “A” through “E”	6
13.	Exhibit H, Required Contract Clauses for Contracts Under Federal Award (if applicable)	15
14.	Exhibit I, FHWA1273	13
15.	Exhibit J, Proposer’s Affidavit	1
16.	RFB Submittal Checklist	1

The above-mentioned items shall be found in this Request for Bids-RFB packet that is attached herein. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

  
Martha L. Salazar, CPPB, Purchasing Agent

March 18, 2019  
Date

# LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY

“Lease of Office - Edcouch Elsa Area”

RFB No.: 2019-053-04-03-TDL



**REQUEST FOR BIDS (RFB)**

**HIDALGO COUNTY**

***“Lease of Office Space – Edcouch Elsa Area”***

**RFB No.: 2019-053-04-03-TDL**

**Acceptance Due Date: April 03, 2019**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department

**Project Information:**

Tanya De Lira, Contract Specialist II  
(956) 318-2626 Ext. 4878  
[tanya.delira@co.hidalgo.tx.us](mailto:tanya.delira@co.hidalgo.tx.us)

1. Sealed Bids will be received for **Hidalgo County – “Lease of Office Space – Edcouch Elsa Area”** in accordance with the requirements attached hereto as Exhibit "A." Bids should address all requirements set forth. Respondents (may also be referred to as bidder, contractor or vendor) may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). A strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall bids.
2. **One (1) original (pages one-sided, clearly marked ORIGINAL), three (3) copy** of all bids are required with the respondent's name and address clearly typed/printed on upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, **RFB No.: 2019-053-04-03-TDL Hidalgo County – “Lease of Office Space – Edcouch Elsa Area”**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., Wednesday, April 03, 2019.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.**

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities or to accept the proposal considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your RFB:

1. Legal Notice (See page 11);
  2. Insurance pages with Acknowledgment Forms (See Exhibit “C”);
  3. Form CIQ-Conflict of Interest Questionnaire (See Exhibit “D”);
  4. Vendor Bidder Application & W-9 (See Exhibit “E”);
  5. Certification Regarding Debarment (See Exhibit “F”);
  6. (If applicable) – Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA (See Exhibit “H”);
  7. Proposer’s Affidavit (See Exhibit “J”); and
  8. SAMS.gov Registration Acknowledgement (See Number 17 below).
3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any bid shall under no circumstances obligate County to accept the lowest dollar bid. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
  4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent or to reject all bids and re-advertise.
  5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing

conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalog numbers and any necessary references.
7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.
8. County reserves the right to accept or reject any or all bids.
9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Respondents shall acknowledge receipt of all addenda as a part of their bid.
10. Costs are to be net F.O.B., County Prepaid.
11. The county is exempt from Federal Excise Tax, State Tax, and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
13. **DELIVERY INSTRUCTIONS:**
  - No deliveries accepted after 3:00 P.M., Monday-Friday.
  - At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
  - If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, CPPB, Purchasing Agent  
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful respondent
  - b) Name and address of receiving department or official
  - c) Purchase Order Number and Contract number (if any)

- d) Notation - Hidalgo County RFB No.: 2019-053-xx-xx-TDL-HIDALGO COUNTY "Lease of Office Space – Edcouch Elsa Area".
- e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR'S OFFICE**  
 Postal/Mailing 2808 S. Business Hwy. 281  
 Edinburg, Texas 78539  
 956-318-2511

**15. SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	<u>April 03, 2019</u>
Award of Contract:	<u>2019</u>
Commence Work or Deliver Products:	<u>2019</u>

**16. HIDALGO COUNTY HOLIDAYS:**

2019 YEAR	
New Year's Day	01/01/19
Martin Luther King Day	01/21/19
President's Day	02/18/19
Good Friday	04/19/19
Memorial Day	05/27/19
Independence Day	07/04/19
Labor Day	09/02/19
Columbus Day	10/14/19
Veteran's Day	11/11/19
Thanksgiving Day	11/28/19-11/29/19
Christmas Day	12/24/19-12/25/19
New Year's Eve	12/31/19

**17. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed by a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of qualification, and prior to the commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.
- All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. Register at SAMs System for Award Management @ [www.sam.gov](http://www.sam.gov).

**18. TITLE VI NOTICE/ NONDISCRIMINATION**

- a) By submitting a bid, the bidder certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices "A" through "E" " as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances and disability. (Title VI-Appendices "A" through "E" are hereby attached as **Exhibit "G"**. The County's entire Title VI policy may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan> and is hereby incorporated by reference.
- b) The following required statement and the applicable provisions of the Title VI Appendices "A" through "E" expanding these protections to the categories described herein are hereby incorporated by reference as applicable.
  - "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award".
- c) The bidder will attach all applicable notices, including those referenced in Title VI – Appendices "A" through "E", to which it is obligated to provide or submit as part of the bid.

If applicable, Form FHWA 1273 – "*Required Contract Provisions Federal-Aid Construction Contracts*", must be physically attached to certain Federal-aid construction contracts. A contractor (or subcontractor) is required to

insert Form FHWA 1273 in each subcontract and all lower tier subcontracts. Form FHWA 1273 is attached as **Exhibit "I"**, and, if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

**19. ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

**ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.**

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioner's court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

**20. DISCLOSURE OF CONFLICT OF INTEREST**

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase

of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with the Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

If applicable, completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

**21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB No. 2019-053, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, signed, and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to [tanya.delira@co.hidalgo.tx.us](mailto:tanya.delira@co.hidalgo.tx.us). Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit signed Form 1295 may result in a delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

22. If during the life of any contract awarded, the successful respondents' net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
23. Bids and all goods and services provided thereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
24. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate the respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
25. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondents' officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County civil service system.
26. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. County reserves the right to terminate the contract immediately in the event of breach or default by a successful respondent, or in the event, a successful respondent fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Perform in accordance with the requirements.
28. **Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand to arise from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' indemnity hereunder shall include but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by the successful respondent.**
29. Successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County approval. Items found to be defective or not meeting specifications shall be replaced by the successful respondent within two business days at no expense to County. Items that are not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' nonconformity.
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas and will be performable exclusively in Hidalgo County, Texas.

31. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. CONTRACTS SUBJECT TO FEDERAL AWARD:

- The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>) address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, the provisions of Appendix I to 2 CFR 200 and the required contract clauses found in **Exhibit "H"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.
- In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. **If applicable**, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.
- **If applicable**, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. (See 2 CFR 200.219). Additionally, Hidalgo County policy provides that for federal road projects, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of the engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals, will be excluded from competing for such procurements (i.e...subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. (See Hidalgo County Policy: "*Procedures for Selection and Contracting of Professional Service Providers for Federal Road Projects*" found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>, which, if applicable, is incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement for all purposes).

33. HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES:

The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors. (See **Exhibit "E"** for requirements).

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

- a) Placing qualified small and minority business and women's business enterprises on solicitation lists;

- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

- 34. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and the name of the representative or contact person.
- 35. Respondents must provide all documentation requested with this Qualification in their response (except for CIQ Form if NOT APPLICABLE). Failure to provide this information may result in rejection of the qualification as nonconforming.

Request for Bids  
For  
HIDALGO COUNTY

*“Lease of Office Space – Edcouch Elsa Area”*

RFB No.: 2019-053-04-03-TDL

**OPENED**

9:31

4-31-19

**Witnessed**



To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Location: 2802 S. Business Hwy. 281  
Postal/ Mailing: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Bid Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Requirements.

Respectfully submitted,

Firm: Lineberger Goggan Blair & Samson, LLP

Address: 1512 S. Lone Star Way, Edinburg, TX 78539

By: Lucy G. Canales

Printed Name: Lucy G. Canales

Title: Capital Partner

**EXHIBIT “A”**

**SPECIFICATIONS**

**REQUEST FOR BIDS**

**HIDALGO COUNTY**

**“Lease of Office - Edcouch Elsa Area”**

**RFB No.: 2019-053-04-03-TDL**

Exhibit "A"  
HIDALGO COUNTY  
"Lease of Office Space - Edcouch Elsa Area"  
BID NO.: 2019-053-04-03-TDL

**INTRODUCTION:**

The County of Hidalgo has determined that there will be available space not needed by the County. Hidalgo County is requesting that interested vendors in need of office space to participate in this process. The use of the space must be for a lawful and permitted purpose.

**PROJECT OVERVIEW:**

The available office space will be awarded to a qualifying vendor that offers the highest bid per square foot to Hidalgo County for the use and occupancy of said space. The County of Hidalgo encourages qualified and established vendors with need to conduct business of a legitimate and lawful nature to submit their bid. The County of Hidalgo's "Notice" of availability of office space is the Hidalgo County Tax Office Sub-station located at: 708 E. Hwy 107, Elsa, Texas 78543.

**SPECIFICATIONS:**

1. The amount of office space is approximately 110 square feet. It consist of an office measuring 11' x 10', situated and identified with diagram contained herein as Exhibit A-1.
2. The sole permitted use of the leased premises shall be for the purpose of the conduction of a legitimate and lawful purpose/business in Hidalgo County.
3. Lessee will conduct business Monday through Friday with hours to be from 7:00 A. M. – 6:00 P.M., except for recognized County Holidays. Hidalgo County Commissioner's Court approved Holiday Schedule contained herein as Exhibit A-2.
4. Permitted number of staff to occupy Office premises will be limited to two (2) individuals.
5. Bidder(s) are encouraged to visit office premises prior to submitting bid and may contact the Purchasing Department to make arrangements.
6. Office premises will be on an "**as is**" condition.
7. Hidalgo County will establish reasonable procedures that will allow awarded Bidder to have access to Office premises through the back entry.
8. Designated Lessee staff parking will be provided at the discretion of the Hidalgo County Tax Sub-station.

**REQUIREMENTS:**

1. The Lessee shall obtain approval from County for all improvements constructed upon the leased premises. All improvements made by the Lessee shall become the property of County at the end of the term of the lease.
2. Any signage by Lessee, as approved and permitted by Hidalgo County.
3. The Lessee shall indemnify and hold Hidalgo County harmless from any and all damages, liability resulting from any injury or damage resulting from or connected with, placing or utilizing any improvements placed upon the leased premises and any activity conducted by lessee or persons utilizing the leased premises. In addition, Lessee shall be required to provide

Exhibit "A"  
HIDALGO COUNTY  
"Lease of Office Space - Edcouch Elsa Area"  
BID NO.: 2019-053-04-03-TDL

liability insurance that names County as a co-insured in at least the amount specified as the limits of the County's liability as set forth in the Texas Tort Claims Act, §101.001, et seq., Civ. Proc. & Rem. Code Ann., as amended. Lessee shall also execute a written lease containing conditions and covenants propose by County upon Lessee in additon to those specified herein.

4. Lessee shall be responsible for, but not limited to, the following:
  - a) Own electric meter and pro-rated amount of water usage
  - b) Pro-rated security system, fire system and monitoring of these systems
  - c) Refuse dumpsters.Unless otherwise determined amended/waived and ordered by Hidalgo County Commissioner's Court when awarding the bid
5. Rent to be paid to Hidalgo County and will be an Annual Flat rate and shall be paid on a Monthly basis at 1/12<sup>th</sup> of the Annual Rent. Rent will be due in advance on the first (1<sup>st</sup>) of every month.
6. **Monthly payments will be sent to: Litha Leo, Hidalgo County Treasurer, 2810 S. Bus. Hwy 281, Edinburg, TX. 78539**
7. The rental amount shall remain firm during the period of the Contract.
8. Lessee agrees to keep and maintain office space/premises in good working condition for the term of this Lease.
9. Lessee will be responsible for keeping office space/premises clean and free of litter and waste generated by its operation.
10. Lessee will be responsible for the cleaning and maintaining of office space/ premises and will provide the personnel, equipment, services and commodities necessary.
11. Lessee will be responsible for any installation of telecommunication access with notice to Hidalgo County of such installations.
12. Lessee will be responsible for securing office door with lock.
13. Lessee and their Employees shall observe all applicable County rules and regulations and exercise courtesy and consideration in their relations with the public.
14. During the term of lease Vendor must not sub-lease premises.

**GENERAL TERMS AND CONDITIONS:**

1. The lease shall be for an initial-term of three (3) years with an additional one (1) year extension term at County's sole option, under the same terms and conditions. Commencing upon occupancy of the premises with a goal of said date to be the first of the Month.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to EXHIBIT C for limits).

Exhibit "A"  
HIDALGO COUNTY  
"Lease of Office Space - Edcouch Elsa Area"  
BID NO.: 2019-053-04-03-TDL

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
5. Hidalgo County reserves the sole right to terminate the lease by providing lessee with a thirty (30) day written notice of termination.
6. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
7. **All cost and expenses associated with the preparation and submission of all (Bid, Proposals, Statements of Qualifications (RFQ) and Quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County**

**Additional Information:**

All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Monday, March 25, 2019 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN Wednesday March 27 2019, at 5:00 P.M...**

**EXHIBIT “A-1”**

**DIAGRAM –OFFICE SPACE**

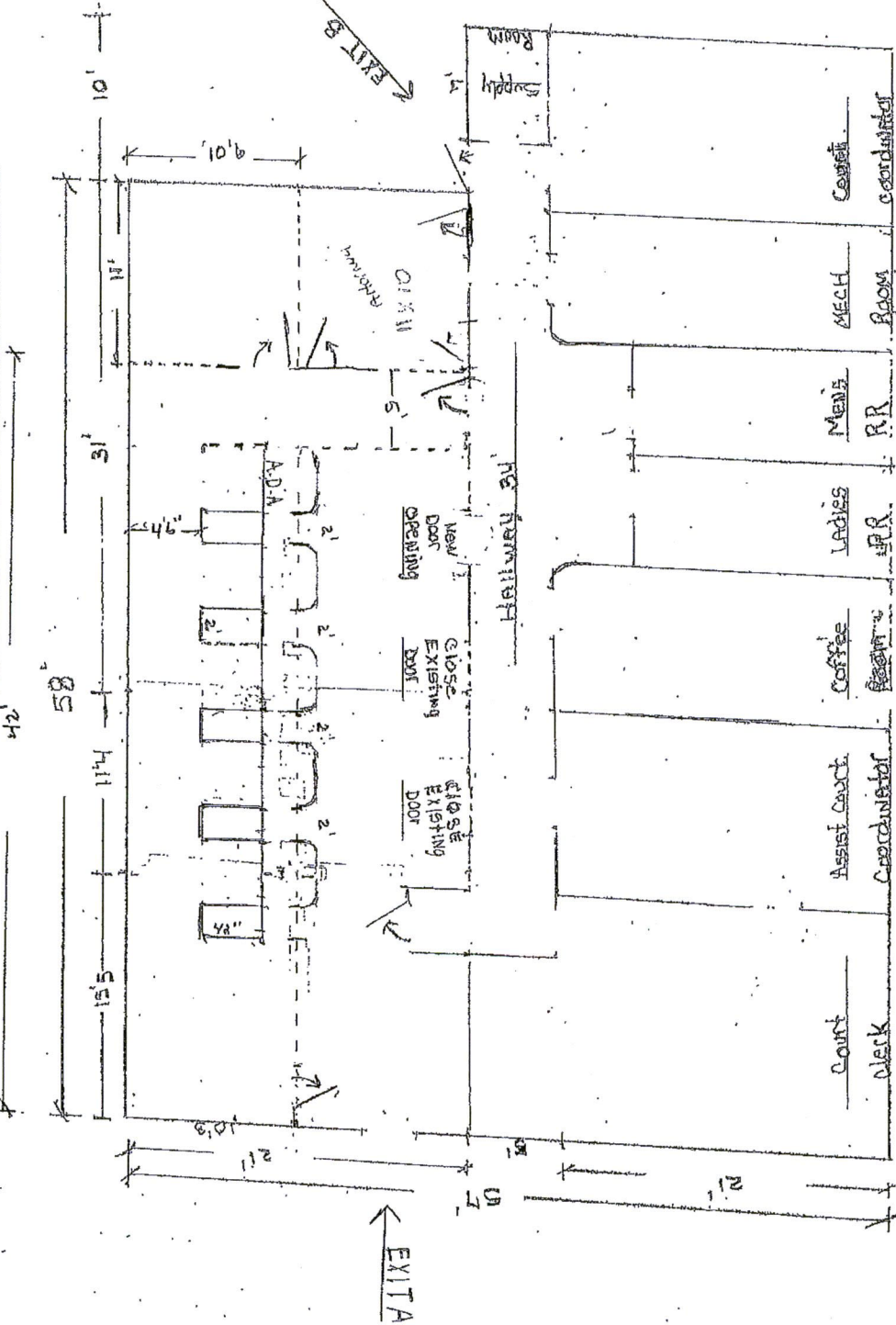
**REQUEST FOR BIDS**

**HIDALGO COUNTY**

**“Lease of Office - Edcouch Elsa Area”**

**RFB No.: 2019-053-04-03-TDL**

# JP JACKSON PRECINCT 5



Highlighted area indicates  
 NEW walls - Close Existing  
 doors - Add New doors  
 1/8" scale. Joe Castillo

EXIT A

EXIT B

HALLWAY

count  
 clerk

Assist. coord.  
 Coordinator

coffee  
 Reception

LADIES  
 W.R.

MEN'S  
 R.R.

MECH.  
 ROOM

Coord.  
 coordinator

# EXHIBIT “A-2”

HIDALGO COUNTY HOLIDAY SCHEDULE

REQUEST FOR BIDS

HIDALGO COUNTY

“Lease of Office - Edcouch Elsa Area”

RFB No.: 2019-053-04-03-TDL



## County Executive Office

2818 S. Bus. Hwy. 281

Edinburg, Texas 78539

Phone: (956) 292-7655

Fax: (956) 292-7034

### HIDALGO COUNTY 2019 HOLIDAYS

New Year's Day	January 01, 2019 (Tuesday)
Martin Luther King Day	January 21, 2019 (Monday)
Presidents' Day	February 18, 2019 (Monday)
Good Friday	April 19, 2019 (Friday)
Memorial Day	May 27, 2019 (Monday)
Independence Day	July 04, 2019 (Thursday)
Labor Day	September 02, 2019 (Monday)
Columbus' Day	October 14, 2019 (Monday)
Veterans' Day	November 11, 2019 (Monday)
Thanksgiving	November 28 & 29, 2019 (Thursday/Friday)
Christmas	December 24 & 25, 2019 (Tuesday/Wednesday)
New Year's Eve	December 31, 2019 (Tuesday)

Approved by Commissioners Court on: October 30, 2018.

Note: There will not be early release on Thanksgiving or Christmas. The holidays listed are the only approved holidays.

**EXHIBIT “B”**

**BID PAGE**

**REQUEST FOR BIDS**

**HIDALGO COUNTY**

**“Lease of Office - Edcouch Elsa Area”**

**RFB No.: 2019-053-04-03-TDL**

**EXHIBIT "B"**  
**HIDALGO COUNTY**  
**"Lease of Office Space - Edcouch Elsa Area"**  
**Bid No.: 2019-053-04-03-TDL**

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**BID PAGE**

- 1) Amount per square feet: \$ 4.55
- 2) Monthly amount: \$ 500 (1/12<sup>th</sup> of the Annual Lease)
- 3) Annual Lease amount: \$ 6,000

The lease shall be for an initial-term of three (3) years with an additional one (1) year extension term at County's sole option, under the same rates, terms and conditions.

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**BIDDER'S INFORMATION**

BIDDER/COMPANY NAME: Linebarger Goggan Blair & Sampson, LLP

ADDRESS: 1512 S. Lone Way Star

CITY/STATE/ZIP CODE: Edinburg, TX 78539

PHONE NUMBER: 956.383.4500

E-MAIL ADDRESS: lucyc@lgbs.com

CELLULAR NUMBERS: \_\_\_\_\_

FAX NUMBER: 956.383.7820

AUTHORIZED SIGNATURE: Lucy G. Canales

PRINTED NAME: Lucy G. Canales

TITLE: Capital Partner

DATE: March 29, 2019

**OPENED**

9:31

4-3-19

**Witnessed**

Am

**EXHIBIT “C”**  
INSURANCE REQUIREMENTS

**REQUEST FOR BIDS**

**HIDALGO COUNTY**

**“Lease of Office - Edcouch Elsa Area”**

**RFB No.: 2019-053-04-03-TDL**

# EXHIBIT "C"

## Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.